

Stephen B. Morris, CA Bar No. 126192
MORRIS and ASSOCIATES
444 West C Street, Suite 300
San Diego, CA 92101
Telephone: 619.239.1300
Facsimile: 619.374.7082

Attorneys for Plaintiff MARIA BROWN

Jennifer L. Santa Maria, CA Bar No. 225875
jennifer.santamaria@ogletreedeakins.com
Kathryn B. Gray, CA Bar No. 254856
kathryn.gray@ogletreedeakins.com
OGLETREE, DEAKINS, NASH, SMOAK & STEWART, P.C.
4370 La Jolla Village Drive, Suite 990
San Diego, CA 92122
Telephone: 858.652.3100
Facsimile: 858.652.3101

Attorneys for Defendant ITT EDUCATIONAL
SERVICES, INC. dba ITT TECHNICAL INSTITUTE

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF CALIFORNIA

MARIA BROWN

Plaintiff,

v.

ITT EDUCATIONAL SERVICES,
INC. dba ITT TECHNICAL
INSTITUTE, an Indiana corporation
conducting business in the State of
California, and DOES 1-10,

Defendant.

Case No. 15-cv-02881-L WVG

**JOINT MOTION FOR DISMISSAL
WITH PREJUDICE**

Magistrate: Hon. William V. Gallo
Judge: Hon. M. James Lorenz

Pursuant to Federal Rule of Civil Procedure 41, Plaintiff Maria Brown (“Plaintiff”) and Defendant ITT EDUCATIONAL SERVICES, INC. dba ITT TECHNICAL INSTITUTE (“ITT”) (collectively, “the Parties”), by and through their respective attorneys, jointly move for the dismissal of all claims asserted in this case with prejudice. In support thereof, the parties stipulate as follows:

1. On or about December 23, 2014, Plaintiff filed a Complaint against

1 Defendant in the San Diego Superior Court. After demurrer and amendment, the
 2 operative complaint on file alleges two causes of action 1) sexual harassment in
 3 violation of FEHA and 2) failure to prevent harassment in violation of FEHA (the
 4 “Action”);

5 2. On or about December 21, 2015, Defendant removed the Action to the
 6 Federal Court;

7 3. On or about February 3, 2016, the Parties reached a settlement
 8 agreement on the record before Magistrate Judge William V. Gallo of the United
 9 States District Court for the Southern District of California agreeing to resolve any
 10 and all claims related to this matter pursuant to the terms stated on the record before
 11 the Court;

12 4. The Parties have entered into a Settlement Agreement and Release
 13 (“Agreement”), memorializing the settlement terms stated on the record and agreeing
 14 to fully resolve the claims in this lawsuit;

15 5. Pursuant to the above stipulation, the Parties jointly request that the
 16 entire above-captioned action be dismissed with prejudice, each side to bear its own
 17 costs and fees.

18 DATED: March 9, 2016

MORRIS AND ASSOCIATES

19
 20 By: /s/ Stephen B. Morris
 STEPHEN B. MORRIS

21 Attorney for Plaintiff MARIA BROWN

22 DATED: March 9, 2016

23 OGLETREE, DEAKINS, NASH, SMOAK
 & STEWART, P.C.

24 By: /s/ Jennifer L. Santa Maria
 25 Jennifer L. Santa Maria
 Kathryn B. Gray

26 Attorneys for Defendant ITT
 27 EDUCATIONAL SERVICES, INC. dba
 ITT TECHNICAL INSTITUTE

SIGNATURE CERTIFICATION

Pursuant to Section 2(f)(4) of the Electronic Case Filing Administrative Policies and Procedures Manual, I hereby certify that the content of this document is acceptable to Mr. Stephen B. Morris, counsel for Plaintiff, and that I have obtained Mr. Morris' authorization to affix his electronic signature to this document.

DATED: March 9, 2016

OGLETREE, DEAKINS, NASH, SMOAK
& STEWART, P.C.

By: /s/ Jennifer L. Santa Maria
Jennifer L. Santa Maria
Attorney for Defendant ITT
EDUCATIONAL SERVICES, INC.
dba ITT TECHNICAL INSTITUTE

CERTIFICATE OF SERVICE

I hereby certify that on March 9, 2016, I electronically filed the foregoing with the Clerk of the Court using the CM/ECF system which will send notification of such filing to the e-mail addresses denoted on the Notice of Electronic Filing.

I certify under penalty of perjury under the laws of the United States of America that the foregoing is true and correct. Executed on March 9, 2016.

By: /s/ Jennifer L. Santa Maria
Jennifer L. Santa Maria

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